

**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: **19-02004-jw**

Settlement Order

The relief set forth on the following pages, for a total of 4 pages including this page, is hereby ORDERED.

**FILED BY THE COURT
01/10/2022**



John Ewartes

US Bankruptcy Judge
District of South Carolina

Entered: 01/10/2022

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

Monica Tatorus Holmes

Debtor(s).

C/A No. 19-02004

Chapter 13

**SETTLEMENT ORDER
ON
MOTION FOR RELIEF FROM
AUTOMATIC STAY**

This matter comes before the Court on the motion for relief from the automatic stay filed by AutoMoney, Inc. by their attorney, Sean Markham ("Movant"). The Chapter 13 Trustee did not object to the motion or has agreed to the settlement. The property which is the subject of the motion is described as follows:

2007 Chevrolet Impala 2GIWC58R779342023

Upon the agreement of the parties, it is hereby ORDERED:

According to the certifications of facts, the value/equity in the subject property above the movant's lien is \$3586.00.

As of July 26, 2022, Debtor has accrued a post-petition arrearage in the amount of \$1710.01. The post-petition arrearage consists of:

Payments for the month(s) of September 2021 through January 2022 in the amount of \$342.02 per month.
 Late charges in the amount of \$ _0.
 Attorney's fees and costs in the amount of \$839.16.
 Other costs (specify below) in the amount of _____.

Debtor shall continue to remit to Movant the regular post-petition monthly payments beginning _____, 20_____, and continuing thereafter in accordance with the terms of the loan agreement and the chapter 13 plan.

In addition to the regular post- petition monthly payments set forth above, Debtor shall cure the post-petition arrearage of \$ _____ as follows:

Pay initial payment of \$ _____ by _____, 20_____.
 Pay \$ _____ per month beginning _____, 20____ for ____ months.
 Pay final payment of \$ _____ by _____, 20_____.

Failure to make a payment within 14 days from its due date during the cure period listed above shall be considered a default under the terms of this settlement order.

Payments shall be paid directly to Movant at:

AutoMoney, Inc.
450 Meeting St.
Charleston, SC 29403

In the event of a default under the terms of this Order, Movant may file an affidavit of default and request for further hearing, and a hearing will be scheduled to determine whether relief from stay is warranted.

Movant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

is applicable to any order granting relief for default on this settlement order.
 is not applicable to any order granting relief for default on this Settlement Order.

NON-STANDARD LANGUAGE
(Hearing May Be Required for Approval)

NON-STANDARD LANGUAGE

Moving Party has agreed to allow the Debtor to repay the balance due to Movant of \$2,865.26 plus attorney's fees and costs for bringing the Motion for Stay relief of \$839.16. The Debtor will make 10 payments of \$342.02 starting on January 15, 2022, and will make one final partial payment of \$284.22 on November 15, 2022. This represents payments of the obligations to Movant without interest to repay the obligations owed to Movant in full. If the payments under this non-standard provision are not made Movant and Debtor have agreed to the 14- day cure period provided above, and if cure is not provided during that cure period Movant is entitled to file an affidavit of default as provided for above. Upon payment in full of the \$3,704.41 referenced above, no further amounts will be due on this obligation.



AND IT IS SO ORDERED.

WE SO MOVE AND CONSENT:

/s/ Sean Markham
Attorney for Movant
District Court I.D. 10145

/s/ Sheri McAllister
Attorney for Debtor
District Court I.D. 4912

CERTIFICATION:

Prior to consenting to this settlement order, the payment obligations set forth in this Order, including the amounts, method, and timing of payments, and consequences of default were reviewed with and agreed to by the Debtor or the party obligated to pay.

/s/ Sheri McAllister
Attorney for Debtor
District Court I.D. 4912